

"Bounce House" User's Agreement

The Parks & Recreation Department has adopted a policy governing the use of inflatable equipment ("bounce houses") for events held in City parks. This policy is designed to maintain safe parks and recreational opportunities, while recognizing that certain activities carry a greater risk of injury than others. Accordingly, those reserving a City park facility, who wish to include inflatable equipment as part of his/her rental, shall be subject to the following policies.

TERMS AND CONDITIONS FOR INFLATABLE EQUIPMENT USE:

- Only those holding a valid park, pavilion or field permit may bring inflatable equipment into City parks.
- Mechanical rides and equipment requiring water are prohibited in City parks.
- Only companies in compliance with the Texas Department of Insurance (TDI) may bring inflatable equipment into City parks. For more information on the Texas Department of Insurance visit www.tdi.texas.gov. Levels of compliance must include:
 - Inflatable equipment must have a current TDI Amusement Ride Sticker. A complete list of businesses
 with current amusement ride stickers may be found at
 http://www.tdi.texas.gov/commercial/documents/lcamcurrentsticker.pdf; and,
 - Businesses renting inflatable equipment must have **Proof of Liability Insurance coverage** on file with the TDI. A complete list of businesses with liability insurance on file may be found at http://www.tdi.texas.gov/commercial/documents/lcamusepolicy.pdf
- Inflatable equipment may only be set up and removed by trained representatives of compliant TDI businesses.
- Vehicles delivering and removing inflatable equipment are prohibited from driving/parking on grass.
- Inflatable equipment shall not be tethered to any pavilions, fences, trees, tables, playground equipment or other park amenity.
- Inflatable equipment used in City parks must be powered by a generator.
- Renters must provide adequate adult supervision for inflatable equipment at all times to ensure that use is in compliance with the manufacturer's recommendations and reflects a safe level of operation.
- Inflatable equipment may not remain in City parks overnight.
- Failure to comply with these terms may result in loss of park, pavilion and field privileges with the City of Rosenberg.

I, for myself and on behalf of, my heirs, assigns, personal representatives and next of kin, HEREBY AGREE TO INDEMNIFY, DEFEND, AND HOLD FREE AND HARMLESS THE CITY OF ROSENBERG, and all other persons acting on behalf or under the direction of the City of Rosenberg, including but not limited to their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsoring, advertisers, and, if applicable, owners and leasers of premises used for the activity (herein after referred to as "Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, which in any manner may arise or may have resulted from participating in the use of inflatable equipment. WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the full extent permitted by law.

Class Contract #	Facility Rented	Date of Rental	
Renter's Signature		 Date	
 City Staff Signature		 Date	
City Stair Signature		Date	